

# Canal Winchester

*Town Hall  
10 North High Street  
Canal Winchester, OH 43110*



## Meeting Agenda

November 4, 2019

6:00 PM

## Council Work Session

*Mike Walker – Chair*

*Jill Amos*

*Will Bennett*

*Bob Clark*

*Mike Coolman*

*Bruce Jarvis*

*Patrick Lynch*

**A. Call To Order****B. Roll Call****C. Also In Attendance**

*Mayor Ebert, Matt Peoples, Lucas Haire*

**D. Request for Council Action****RES-19-026**

*Law*

A Resolution of Intent to Authorize the Madison Township Police Department to Issue Citations Into Canal Winchester Mayor's Court ([Resolution](#))

*- Request to move to full Council*

**ORD-19-060**

*Development*

An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Canal Winchester Hotels, LLC ([Ordinance](#))

*- Request to move to full Council*

**ORD-19-061**

*Development*

An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Winchester Office Park, LLC ([Ordinance](#))

*- Request to move to full Council*

**ORD-19-062**

*Public Service*

An Ordinance to Authorize the Mayor to Enter into the Facility Use Agreement with the Canal Winchester Joint Recreation District ([Ordinance, CWJRD Agreement](#))

*- Request to move to full Council*

**E. Reports**

*Matt Peoples -*

*Lucas Haire -*

**F. Items for Discussion****19-098**

SWACO Consortium Timeline ([Information](#))

**G. Old/New Business****H. Adjournment**

**RESOLUTION NO. 19-026**

**A RESOLUTION OF INTENT TO AUTHORIZE THE MADISON TOWNSHIP POLICE DEPARTMENT  
TO ISSUE CITATIONS INTO CANAL WINCHESTER MAYOR'S COURT**

WHEREAS, the City of Canal Winchester desires to allow Madison Township Police Department to issue citations under the Canal Winchester Codified Ordinances to be adjudicated in the Canal Winchester Mayor's Court; and

WHEREAS, the Madison Township Police Department requires express consent from Canal Winchester to begin the legal process to obtain the authority to issue citations under the Canal Winchester Codified Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That City Council hereby adopts this Resolution of Intent to request that the Madison Township Trustees and the Franklin County Prosecutor's office undertake such necessary legal processes to authorize the Madison Township Police Department to issue citations under Canal Winchester Codified Ordinances to be adjudicated in Canal Winchester Mayor's Court.

Section 2. That this resolution shall take effect and be in full force from and after the earliest period allowed by law.

DATE PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the resolution as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
Clerk of Council

**ORDINANCE NO. 19-060**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR  
WATER LINE FROM CANAL WINCHESTER HOTELS, LLC**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept an easement for the purposes of future water services to properties located along Winchester Boulevard;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to accept on behalf of the City of Canal Winchester an easement for water line, as more fully described in the legal description and plat of survey for Public Water Line Easement – 1, attached hereto as Exhibit A and Exhibit A-1 and incorporated herein by reference.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
Clerk of Council

## EASEMENT FOR WATER LINE

CANAL WINCHESTER HOTELS, LLC, an Ohio limited liability company (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the CITY OF CANAL WINCHESTER, an Ohio municipal corporation (hereinafter "Grantee"), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to the CITY OF CANAL WINCHESTER, its successors and assigns forever, the right and easement to construct, install, operate, repair, replace, relocate, inspect and maintain water lines, together with all appurtenances incidental thereto and the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the property of the Grantor, as described with more particularity in the legal description and accompanying survey plat attached hereto as Exhibits A and A-1 and incorporated herein by reference.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easement granted hereby includes the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said line, within the limits of the easement.

The Grantee, its successors and assigns, shall have the right of ingress and egress from the site occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. The Grantor shall have the right to use the easement for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.

The consideration herein mentioned includes total compensation for grant of the easements and rights-of-way and for all damage caused by construction, installation, operation, repair, replacement, relocation, inspection and maintenance within the easement, provided however, that the Grantee, its successors and assigns, shall restore all property, including fences, except buildings or other structures, within the permanent easement, to its original condition insofar as practicable, after entering upon said premises for any of the

purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such easement and rights-of-way.

Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

The term "Grantor" shall include singular and plural, masculine and feminine, individuals, corporations, partnerships and associations, and the heirs, assigns, administrators, executors and successors of all of them.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CANAL WINCHESTER HOTELS, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

Before me, a Notary Public, personally appeared \_\_\_\_\_, an authorized representative of CANAL WINCHESTER HOTELS, LLC, who acknowledged the signing of the foregoing instrument to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Notary Public

*This instrument prepared by:*  
*Eugene L. Hollins, Esq.*  
*Frost Brown Todd LLC*  
*10 W. Broad Street, Ste. 2300*  
*Columbus, Ohio 43215*

EXHIBIT A

DESCRIPTION  
PUBLIC WATERLINE EASEMENT-1

Situated Section 25, Township 11, Range 21, Buckingham's Survey of the Congress Lands, City of Canal Winchester, County of Franklin, State of Ohio and lying in that 2.284 acre tract of land conveyed to Canal Winchester Hotels, LLC, as recorded in Instrument Number 201704120049414, all references are the Records of the Franklin County Recorder's Office, said easement being further described as follows:

Commencing at a point at the northwest corner of said Canal Winchester Hotels, LLC 2.284 acre parcel, said point being on the south line of Winchester Boulevard, 66 Feet wide, said point also being the **True Point of Beginning** for the Easement herein described;

Thence, South 85° 44' 18" East, 20.00 feet, along the south line of Winchester Boulevard, to a point;

Thence, South 04° 15' 42" West, 335.00 feet, across said Canal Winchester Hotels, LLC 2.284 acre parcel, to a point;

Thence, North 85° 44' 18" West, 20.00 feet, across said Canal Winchester Hotels, LLC 2.284 acre parcel, to a point;

Thence, North 04° 15' 42" East, 335.00 feet, across said Canal Winchester Hotels, LLC 2.284 acre parcel and along the east line of the Winchester Office Park, LLC, 2.720 acre parcel, as recorded in Instrument Number 201602230021315, to the **True Point of Beginning**.

Bearings described are based on State Plane Grid, South Zone NAD83(1986) and referenced to Monuments CW1006 & CW1010. The bearing of South 85° 44' 18" East, assigned to the common line of Sections 24 & 25 is designated as the basis of bearing for this survey.

Part of PN 184-003286

This Description is based on a survey made by Todd D. Willis in May, 2016, Reg. Surveyor No. 7996. Phone No. 740-739-4030, Willis Engineering & Surveying.

*Todd D. Willis*  
9/29/2019





PLAT OF SURVEY  
EASEMENTS

SITUATED IN SECTION 25, TOWNSHIP 11, RANGE 21, BUCKINGHAM'S SURVEY OF THE  
CONGRESS LANDS  
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

PWE - PUBLIC WATERLINE EASEMENT  
PDE - PRIVATE DRAINAGE EASEMENT

Easement Line Table		
Line #	Length	Direction
L1	20.00'	S85°44'18"E
L2	335.00'	S04°15'42"W
L3	20.00'	N85°44'18"W
L4	335.00'	N04°15'42"E
L5	15.00'	S85°44'18"E
L6	172.24'	S04°15'42"W
L7	15.00'	N85°44'18"W
L8	172.24'	N04°15'42"E
L9	10.00'	S04°15'42"W
L10	158.00'	N85°44'18"W
L11	66.65'	N04°15'42"E
L12	32.14'	S75°29'43"E
L13	50.94'	S04°15'42"W
L14	126.37'	S85°44'18"E

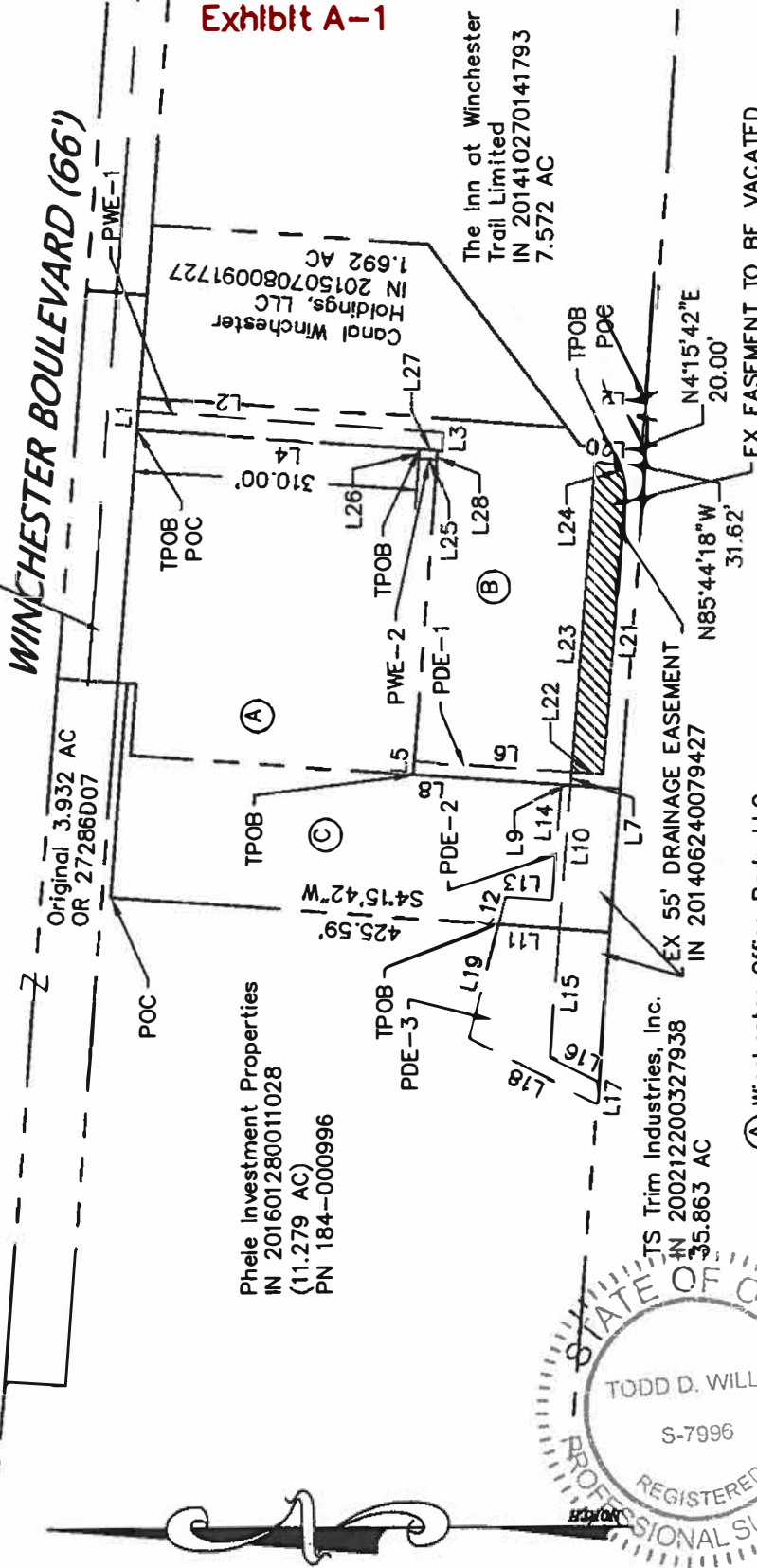
Easement Line Table		
Line #	Length	Direction
L15	141.99'	N85°44'18"W
L16	59.72'	S27°11'40"W
L17	23.93'	N85°44'18"W
L18	157.19'	N27°11'40"E
L19	130.01'	S75°29'43"E
L20	23.53'	S04°15'42"W
L21	328.18'	N85°44'18"W
L22	35.00'	N04°15'42"E
L23	343.56'	S85°44'18"E
L24	19.19'	S57°32'51"W
L25	20.00'	N04°15'42"E
L26	10.00'	S85°44'18"E
L27	20.00'	S04°15'42"W
L28	10.00'	N85°44'18"W

RECORDS USED

Deed Records as shown, prior plats of surveys and  
observed evidence located by an actual field survey

BASIS OF BEARINGS

Bearings described are based on Ohio State Plane Grid,  
South Zone, NAD83(1986) and referenced to Monuments  
CW1006 & CW1010. The bearing of S 85° 44' 18" E,  
assigned to the common line of Sections 24 & 25, is  
designated the basis of bearings for this survey.



BAR SCALE



( IN FEET )  
1 inch = 200 ft.

(A) Winchester Office Park, LLC  
IN 201602230021315  
2.720 AC (4.963 AC)  
PN 184-003243

(B) Canal Winchester Hotels,  
LLC IN 201704120049414  
2.284 AC  
PN 184-003286

(C) Sirius Investments, LLC  
IN 201707120095254  
2.003 AC  
PN 184-003288

I hereby certify that this plat represents a true and  
accurate survey made under my direct supervision of the  
parcel herein shown and all measurements were made in  
accordance with Chapter 4733-37 of the Ohio  
Administrative Code.

*Todd D. Willis*  
9-29-2019

Todd D. Willis, PS  
Reg. No. S-7996  
Willis Engineering & Surveying  
740-739-4030

**ORDINANCE NO. 19-061**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR  
WATER LINE FROM WINCHESTER OFFICE PARK, LLC**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept an easement for the purposes of future water services to properties located along Winchester Boulevard;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to accept on behalf of the City of Canal Winchester an easement for water line, as more fully described in the legal description and plat of survey for Public Water Line Easement – 2, attached hereto as Exhibit A and Exhibit A-1 and incorporated herein by reference.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
Clerk of Council

## EASEMENT FOR WATER LINE

WINCHESTER OFFICE PARK, LLC, an Ohio limited liability company (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the CITY OF CANAL WINCHESTER, an Ohio municipal corporation (hereinafter "Grantee"), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to the CITY OF CANAL WINCHESTER, its successors and assigns forever, the right and easement to construct, install, operate, repair, replace, relocate, inspect and maintain water lines, together with all appurtenances incidental thereto and the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the property of the Grantor, as described with more particularity in the legal description and accompanying survey plat attached hereto as Exhibits A and A-1 and incorporated herein by reference.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easement granted hereby includes the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said line, within the limits of the easement.

The Grantee, its successors and assigns, shall have the right of ingress and egress from the site occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. The Grantor shall have the right to use the easement for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.

The consideration herein mentioned includes total compensation for grant of the easements and rights-of-way and for all damage caused by construction, installation, operation, repair, replacement, relocation, inspection and maintenance within the easement, provided however, that the Grantee, its successors and assigns, shall restore all property, including fences, except buildings or other structures, within the permanent easement, to its original condition insofar as practicable, after entering upon said premises for any of the

purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such easement and rights-of-way.

Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

The term "Grantor" shall include singular and plural, masculine and feminine, individuals, corporations, partnerships and associations, and the heirs, assigns, administrators, executors and successors of all of them.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WINCHESTER OFFICE PARK, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

Before me, a Notary Public, personally appeared \_\_\_\_\_, an authorized representative of WINCHESTER OFFICE PARK, LLC, who acknowledged the signing of the foregoing instrument to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

Notary Public

*This instrument prepared by:*  
*Eugene L. Hollins, Esq.*  
*Frost Brown Todd LLC*  
*10 W. Broad Street, Ste. 2300*  
*Columbus, Ohio 43215*

## EXHIBIT A

### DESCRIPTION PUBLIC WATERLINE EASEMENT-2

Situated Section 25, Township 11, Range 21, Buckingham's Survey of the Congress Lands, City of Canal Winchester, County of Franklin, State of Ohio and lying in that 2.720 acre tract of land conveyed to Winchester Office Park, LLC, as recorded in Instrument Number 201602230021315, all references are the Records of the Franklin County Recorder's Office, said easement being further described as follows:

Commencing at a point at the northeast corner of said Winchester Office Park, LLC 2.720 acre parcel, said point being on the south line of Winchester Boulevard, 66 Feet wide;

Thence, South 04° 15' 42" West, 310.00 feet, along the easterly line of said Winchester Office Park, LLC, 2.720 acre parcel, to a point, said point also being the **True Point of Beginning** for the Easement herein described;

Thence, South 04° 15' 42" West, 20.00 feet, along the easterly line of said Winchester Office Park, LLC, 2.720 acre parcel, to a point at the southeast corner thereof;

Thence, North 85° 44' 18" West, 10.00 feet, along the south line of said Winchester Office Park, LLC 2.720 acre parcel, to a point;

Thence, North 04° 15' 42" East, 20.00 feet, across said Winchester Office Park, LLC, 2.720 acre parcel, to a point;

Thence, South 85° 44' 18" East, 10.00 feet, across said Winchester Office Park, LLC, 2.720 acre parcel, to the **True Point of Beginning**.

Bearings described are based on State Plane Grid, South Zone NAD83(1986) and referenced to Monuments CW1006 & CW1010. The bearing of South 85° 44' 18" East, assigned to the common line of Sections 24 & 25 is designated as the basis of bearing for this survey.

Part of PN 184-003243

This Description is based on a survey made by Todd D. Willis in May, 2016, Reg. Surveyor No. 7996. Phone No. 740-739-4030, Willis Engineering & Surveying.

*Todd Willis*  
9-09-2019





PLAT OF SURVEY  
EASEMENTS

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CONGRESS LANDS  
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

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PDE - PRIVATE DRAINAGE EASEMENT

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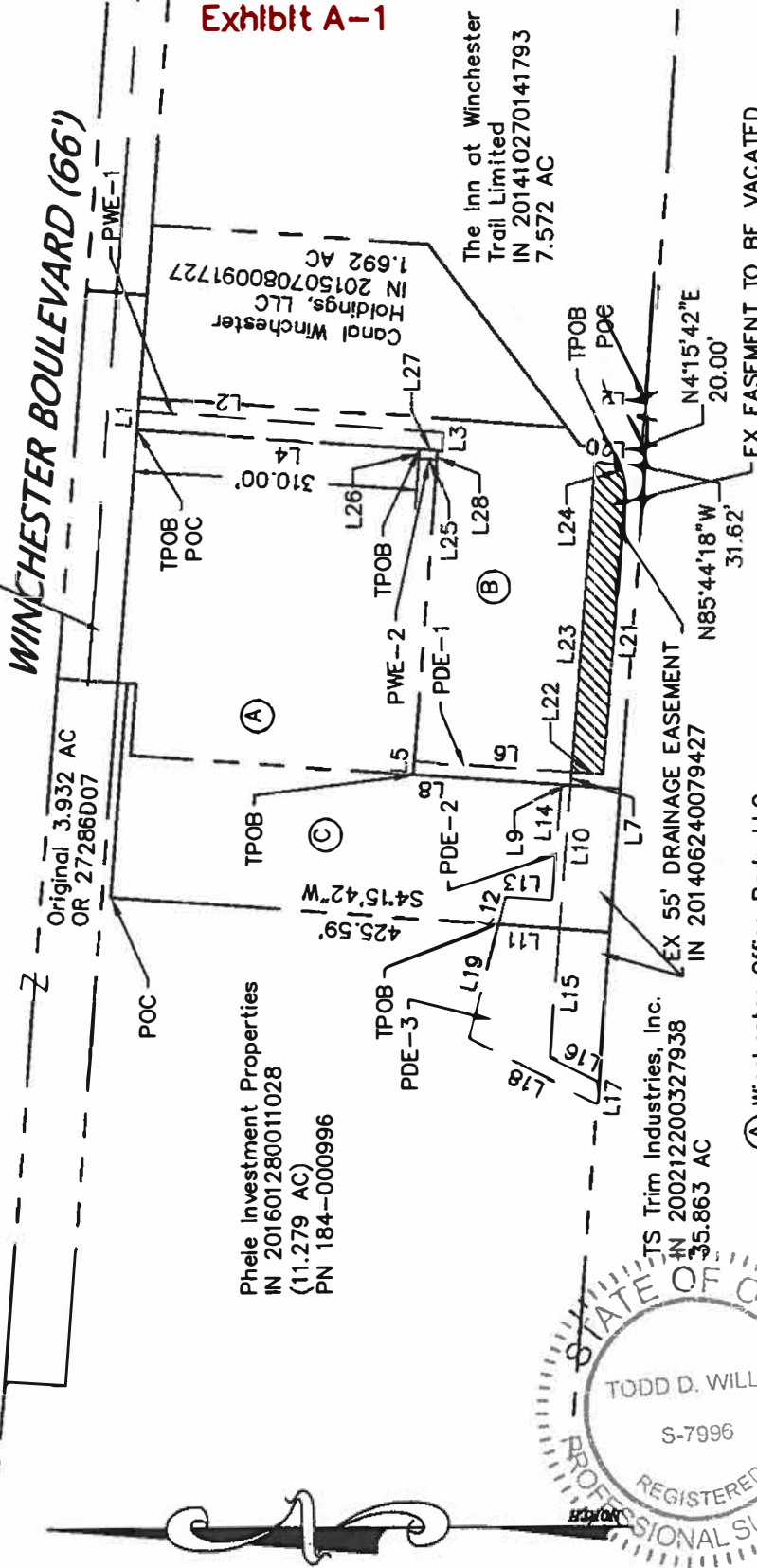
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RECORDS USED

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observed evidence located by an actual field survey

BASIS OF BEARINGS

Bearings described are based on Ohio State Plane Grid,  
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CW1006 & CW1010. The bearing of S 85° 44' 18" E,  
assigned to the common line of Sections 24 & 25, is  
designated the basis of bearings for this survey.



(A) Winchester Office Park, LLC  
IN 201602230021315  
2.720 AC (4.963 AC)  
PN 184-003243

(B) Canal Winchester Hotels,  
LLC IN 201704120049414  
2.284 AC  
PN 184-003286

(C) Sirius Investments, LLC  
IN 201707120095254  
2.003 AC  
PN 184-003288

I hereby certify that this plat represents a true and  
accurate survey made under my direct supervision of the  
parcel herein shown and all measurements were made in  
accordance with Chapter 4733-37 of the Ohio  
Administrative Code.

*Todd D. Willis*  
9-29-2019

Todd D. Willis, PS  
Reg. No. S-7996  
Willis Engineering & Surveying  
740-739-4030

**ORDINANCE NO. 19-062**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO THE  
FACILITY USE AGREEMENT WITH THE CANAL WINCHESTER JOINT  
RECREATION DISTRICT**

WHEREAS, the City entered into a facility use agreement with the Canal Winchester Joint Recreation District to enter into a cooperative agreement to establish terms of use of City facilities and desires to continue with the expiring agreement; and,

WHEREAS, it is the recommendation of the Director of Public Service that it is in the best interest of the City of Canal Winchester to continue with the facility use agreement with the Canal Winchester Joint Recreation District.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be, and hereby is, authorized on behalf of the City of Canal Winchester to enter into a facility use agreement with the Canal Winchester Joint Recreation District, in a form substantially similar to the attached Exhibit 1.

Section 2. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

\_\_\_\_\_  
Clerk of Council



**FACILITY USE AGREEMENT BETWEEN  
THE CITY OF CANAL WINCHESTER AND  
THE CANAL WINCHESTER JOINT RECREATION DISTRICT**

These two entities, The City of Canal Winchester ("City") and) Canal Winchester Joint Recreation District ("CWJRD"), agree to be bound by way of mutual resolutions adopted by the respective governing bodies, hereby state the following as terms of their Agreement:

**USE:**

The use of City facilities by Canal Winchester Joint Recreation District is limited to the CWJRD functions.

**AGREEMENT REVIEW:**

This Agreement shall be reviewed annually in a meeting between representatives of both parties held before January 1, of each year beginning in 2021. This annual review will be comprehensive in terms of anything related to the continuation of this Agreement.

This review will include and not be limited to the facilities needed as well as scheduling needs/concerns. Any amendment(s) to this agreement shall be in writing, signed by both parties.

**COMMENCEMENT AND TERM:**

The term of this Agreement shall be for three (3) years beginning on January 1, 2020 and concluding on December 31, 2022. Earlier termination by either party shall be in writing with a ninety (90) day notice to the other party. Both parties agree to negotiate in good faith toward their mutual best interest. The term of this Agreement may be extended in periods of twelve (12) months at a time.

**FACILITIES AND TERMS:**

At the commencement of this Agreement and ongoing for its duration, CWJRD will be permitted to use City facilities as agreed upon by the parties. Terms are hereby attached as Exhibit 1 and incorporated by reference.

**ASSIGNMENT:**

CWJRD may not assign this Agreement or any part of the facilities without the prior written consent of the City.

**NO WAIVER:**

No waiver of any part of this Agreement by either party will be deemed to constitute a future waiver of the same or any other part of the Agreement. In order to be effective, any waiver must be in writing and must be delivered to the other party.

**INSURANCE AND LIABILITY:**

The City will maintain the facilities on the blanket insurance policy. CWJRD will maintain, at

its sole cost and expense, comprehensive general public liability insurance against claims for personal/bodily injury, death, and property damage occurring in or about the facilities and common areas as a result of CWJRD's use of the facilities or common areas. Such insurance shall have a limit of not less than Two Million Dollars (\$2,000,000.00); AND (ii) fire and extended coverage insurance on all personal property stored or placed by CWJRD in or about the facilities or common areas in an amount equal to the full replacement value thereof (without deduction for depreciation). Any insurance required to be carried by CWJRD may be provided under a blanket policy or policies covering CWJRD. The comprehensive public liability insurance policy required to be maintained by CWJRD will name the City as an additional insured.

#### **CITY LIABILITY**

City will not be liable or responsible to any person or persons for bodily injury or property damage arising out of or resulting from the use of the Premises by the CWJRD unless such injury or property damages arises out of the negligence of the City, its employees, agents, successors or assigns. Nothing in this Agreement shall abrogate or modify any rights or responsibilities of the parties for purposes of Chapter 2744, Ohio Revised Code.

#### **SIGNATURES:**

**City**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

**CWJRD**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Date

## **Exhibit 1**

### **Terms of Field Use Agreement between the City of Canal Winchester (City) and the Canal Winchester Joint Recreation District (CWJRD) for the use of City-owned recreational facilities.**

#### **City:**

- Mowing of grass on a once per week basis for City-owned property and other areas by separate agreement
- Maintenance and repair of parking lots
- Maintenance and repair of underground drainage, water, and sewer systems
- Furnish priority use of fields and facilities including reservation of Hanners recreation fields from March 15 to the end of the baseball/softball season
- Provide office space and office storage (currently located at 10 N. High St.) at times that do not interfere with scheduled City events, functions, or meetings
- Use of Municipal Pool for pre-scheduled meets and practices
- Use of Community Center for pre-scheduled meetings, picture taking, and banquets
- Movement of bleachers, goals, etc. as needed
- Payment of utilities at parks and offices
- Maintenance and repair of signage owned by City
- Assistance with special projects on a case-by-case basis
- Maintenance of concession building, storage building, baseball field fencing at Hanners Park, excluding contents owned by CWJRD
- Maintenance of infield surfaces other than during recreation seasons
- Application of post-season pesticides/herbicides/fertilizer

#### **CWJRD:**

- Field/venue setup including but not limited to striping, boundary and goal setting, lane marking, equipment setup, etc.
- Maintenance and repair of infield surfaces during recreation seasons
- Application of pre-season pesticides/herbicides/fertilizer (subject to City notification)
- Field expansion/enhancement activities (subject to City approval/notification)
- Necessary repairs due to CWJRD activities
- Maintenance and repair of signage owned by CWJRD
- Maintenance and repair of CWJRD property (signage, equipment, irrigation, etc.)
- Mowing of fields above and beyond what is provided by City
- Payment of portable toilet cleaning during recreation seasons

## **Consortium II Timeline** (10/29/2019)

August 29, 2019	Initial Meeting
October 2, 2019	Follow-up meeting
November 6, 2019	Review of Draft Bid Package
November 21, 2019	Final Bid Package Sent to Communities for Approval
December 2, 2019	Submit Cart Grant Letter of Support to SWACO
December 31, 2019	Community Approval of Bid Packages
January 30, 2020	First Public Notice Advertisement for Recycling Services
February 6, 2020	Second Public Notice Advertisement for Recycling Services
February 20, 2020	Deadline for Receipt of Written Requests for Interpretations of Bid Documents for Recycling Services
February 27, 2020	Deadline for Written Addendum Release, if necessary
March 12, 2020	Bid Submission Deadline for Recycling Services
March 26, 2020	First Public Notice Advertisement for Collection Services
April 2, 2020	Second Public Notice Advertisement for Collection Services
April 23, 2020	Informational, Non-Mandatory Pre-bid Meeting
April 30, 2020	Deadline for Receipt of Written Requests for Interpretations of Bid Documents for Collection Services
May 14, 2020	Deadline for Written Addendum Release, if necessary
May 28, 2020	Bid Submission Deadline for Collection Services at 3:30 p.m.
June, 2020	Resolution to award contract to exclusive hauler pursuant to R.C. 505.27 or passage of Municipal Ordinance
June, 2020	Second Reading
June 30, 2020	Third and final reading and Anticipated Announcement of Successful Bidders
October 1, 2020	Implementation Plan deadline
January 1, 2021	Commencement of Collection Services